

EXHIBIT A

THIS LICENSE (the "License") is made the 18 day of August, 2004.

BETWEEN:

1. **The Nickels Group**, whose registered office is located at 8057 Beverly Boulevard, 2nd Floor, Los Angeles, CA 90048 ("Licensee"); and
2. **Death Row Records** whose registered office is located at P.O. Box 3037, Beverly Hills, CA 90212 ("Label" or "LABEL")

WHEREBY IT IS HEREBY AGREED as follows:

- A. Label is the owner of certain Tracks as more particularly defined below.
- B. Licensee operates websites and WAP sites through which it provides certain digital transmission services as more particularly defined below and will make provision for the downloading and embedding of certain sound recordings on to personal computers and mobile telephones.
- C. Licensee wishes to obtain from Label and Label is prepared to grant an exclusive License to include certain of its Tracks within certain of its services on the terms and conditions set out below.

1. DEFINITIONS

- 1.1 The following definitions have the following meanings and apply in this License:

§ "Act"	means the United States Copyright Act of 1976 (Title 17, U.S.C.), as amended;
"Browser"	means any program used to navigate the World Wide Web or part thereof and "browse" shall be construed accordingly;
"Client"	means a consumer to whom Licensee grants limited rights of access to the Service pursuant to the provisions of Clause 3;
"Commencement Date"	means the date stated at the top of this Agreement
"Data Warehouse"	means the Licensee's Server and disk subsystems, arranged in a manner that allows secure and efficient storage and management of Music Files;

"Download"	means the process whereby Client finds, selects and initiates the movement of Content Files from the Data Warehouse to Client's Mobile (whether via a personal computer or directly);
"Embedded Track"	means a content File that is flashed into the memory of a Mobile at manufacture, is an integral part of the software and will be permanently stored in such Mobile's memory before such Mobile is sold to a consumer
"Exhibit"	means the exhibit to this License which indicates the scope of the License granted hereunder, sets out the allowable use of the Tracks and the prices and certain additional terms and conditions applicable to such use;
"Firewall"	means the security installation used by Licensee to protect its corporate network from external unauthorized access;
"Funds"	means all cash or cash value received by Licensee in respect of the Service;
"Internet"	means the global data and communications network comprising interconnected networks using dedicated protocols;
"ISRC"	International Standard Recording Code (ISO 3901);
"ISP"	means an internet service provider;
"Licensee"	shall be inclusive of The Nickels Group acting on its own behalf as well as any and all third party affiliates of The Nickels Group, where applicable;
"License Period"	means the period commencing on the Commencement Date and expiring on the date twenty four (24) months thereafter;
"Licensee Server"	means the computer or network of computers from which Licensee provides the Service on the World Wide Web;
"Mobile"	means a mobile telephone onto which Music Files can be downloaded or embedded

"Music File"

means an extract from a Track (whether containing music or otherwise) designed solely to be playable as a ringtone on a Mobile (such extract to be a maximum of thirty (30) seconds long) transformed from a native file and encoded in digital format with quality and compression rates of 8KHz mono and 16-bit respectively.

"Net Revenue"

means:

1. the fees LICENSEE and its Affiliates receive from Mobile Services Distributors, net of technological, set-up and delivery fees, standard claw-backs from non-delivery, bad debts, disputes and recovery, if any, and according to the provision of the agreements signed with third parties to whom LICENSEE and its Affiliates provide the Applications; or;
2. the fees LICENSEE and its Affiliates receive, net of technological, set-up and delivery fees, standard claw-backs from non-delivery, bad debts, disputes and recovery, if any, if the Applications are directly distributed by LICENSEE and/or its Affiliates;

"Operator"

means third party telecommunications operators or Internet Service Providers or other retailers with whom Licensee has entered into arrangements in order to exploit solely those rights granted to the Licensee hereunder;

"Operator Server"

means the computer or network of computers from which an operator provides part of the Service on the World Wide Web;

"Page"

means a web page from which the Service can be viewed by a Browser;

"Page Impression"

means a transfer request for a Page from a Client's Browser;

"Record"

means any disc, tape, gramophone record, computer disk or diskette or other device or mechanism used for the storage of Tracks;

"Repertoire"	means all those sound recordings the ownership or control of the relevant copyright (including any publishing interests in the underlying composition) in which shall be vested in LABEL from time to time but subject always to the provisions of clause 16. For the avoidance of doubt, the Repertoire may also include sound recordings which are not to be sold or let for hire or otherwise made available to the public;
"Sample"	An extract from a Track no longer than thirty (30) seconds in length transmitted by Streaming Software to a personal computer;
"Service"	means the service as is more particularly described in Schedule A originating from Licensee's Server and consisting of the provision of search and retrieval facilities and the transmission of Music Files to either Client's personal computer or Mobile and the provision of Embedded Tracks;
"Streaming Software"	means software which enables the continuous delivery of audio or audio-visual transmissions to Clients at Client's request <u>and</u> which is configured to prevent downloading (and otherwise, using best endeavours, to prevent copying) upon reception so that no user is able to retain any copy of any Track within any electronic or electromagnetic storage or processing medium within the user's possession or control at any time after the real time presentation of such Track to the user;
"Territory"	World
"Track"	means a sound recording including but not limited to those in the Repertoire and listed in Schedule C or as otherwise notified in writing to Licensee by LABEL;
"Track Details"	means the name of the Track, the relevant artist name, ISRC code (or product code with track number if no ISRC code) and the country of exploitation of such Track;
"Transmission Fee"	means a payment made by a Client in order to Download a Music File;
"URL"	means the uniform resource locator for the Service specifying the domain as well as the exact location of

the directory or file in question;

"WAP"

means the Wireless Application Protocol standard enabling mobile device users to view web pages;

"Working Day"

means any day of the week (Monday to Friday inclusive) which is not a public holiday; and

"World Wide Web"

means a system of web servers and client servers connected via the Internet that supports specially formatted documents and links to other documents, as well as graphics, audio and video files, in a language called HTML (HyperText Markup Language) or any technical substitute therefore.

"Wallpapers"

means digital pictures or images to be downloaded on wireless device to enhance aesthetics.

2. INTERPRETATION

2.1 For the purpose of interpretation of this License:

- 2.1.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time;
- 2.1.2 words importing the singular number include the plural (and vice versa), words importing any gender include every gender and words importing persons include bodies corporate or unincorporated;
- 2.1.3 references to clauses, sub-clauses, schedules and exhibits are references to clauses and sub-clauses of and schedules and exhibits to this License;
- 2.1.4 where expressions are used in this License which are expressions used in the Act (including, without limitation, the expression "to copy"), they shall have the same meaning herein as in the Act, unless the context otherwise requires; and
- 2.1.5 Licensee shall be inclusive of The Nickels Group's third party affiliates, where applicable.

3. GRANT OF LICENSE

- 3.1 Subject to the provisions of this License, including without limitation payment of all applicable fees specified, LABEL hereby grants to the Licensee an exclusive

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License within the Territory during the License Period to do the following acts in respect of the Tracks:

- 3.1.1 translate for the purpose of compressing and encoding each Track from its native format into a corresponding Music File;
- 3.1.2 store as part of the Service the Tracks in the Data Warehouse;
- 3.1.3 transmit to Clients as part of its Service any Music File;
- 3.1.4 sub-License Clients to Download the Music Files; and
- 3.1.5 sub-License Operators to host and provide Clients with Tracks as part of the Service.
- 3.2 LABEL shall from time to time provide to Licensee updated Repertoire details and such details shall be deemed to be included in Schedule C from the date such details are provided to Licensee.
- 3.3 All rights which are owned or controlled by LABEL and which have not been specifically granted to the Licensee hereunder are hereby expressly reserved.
- 3.4 So that Licensee might exercise the rights granted under this clause 3 LABEL agrees to Supply Licensee with Tracks, whether in physical format or otherwise, together with details of all relevant label copy.

4. RESTRICTIONS ON LICENSEE

The Licensee agrees and undertakes that it shall not:

- 4.1 make or authorize any other person to make any recording or any other copy of any Track (or part thereof) save for Clients authorized to do so as part of the Service hereunder and except as to the extent permitted by law;
- 4.2 include or authorize any other person to include any Track (or part thereof) in a broadcast, cable program service or other digital transmission service except in accordance with the conditions of this License unless the prior written consent of LABEL has first been obtained;
- 4.3 commit any act which deliberately encourages or induces taping or recording or re-recording or any other copying of the Tracks save for Clients authorized to do so as part of the Service;
- 4.4 use any Track directly or indirectly in any service other than the Service; and
- 4.5 permit a user to download a copy of any Track to any hard or floppy disk, CD ROM, DVD or any other method of storing Tracks in permanent, semi-permanent

or temporary forms so as to enable subsequent playback, save as part of the Service.

5. LICENSEE OBLIGATIONS

Licensee agrees and undertakes that it shall:

- 5.1 transmit the Music Files to Clients;
- 5.2 inform LABEL immediately of any breach of LABEL's rights in the Repertoire or of any other illegal activities concerning the rights of LABEL, which come to the notice of the Licensee in connection with the use of the Repertoire pursuant to this License;
- 5.3 grant Clients permission to Download Music Files only in accordance with the terms of this Agreement;
- 5.4 maintain the Data Warehouse behind the Firewall and implement suitable security measures in accordance with industry good practice relating to such matters as security;
- 5.5 Promptly pay the appropriate collection societies all mechanical royalties due in respect of the sale or license of Music Files Hereunder;

6. COMPRESSION AND ENCODING

Licensee shall be responsible for translating the Tracks into Music Files.

7. REVENUE

- 7.1 In consideration of the License granted by LABEL to the Licensee herein the Licensee shall pay to LABEL the amount set out at Schedule B to this License.
- 7.2 In consideration for granting the License, Licensee shall pay Label an advance in the amount of [REDACTED]. Such advance shall be payable upon the full execution of this Agreement. The advance shall be recoupable by Licensee from revenues generated by the Tracks and Wallpapers under the Calculations of Revenue formulas as outlined in Schedule B.

8. REPORTING - PAGE IMPRESSIONS

In respect of Page Impressions, the Licensee shall supply to LABEL within 60 (sixty) days of the end of each usual quarter period a full and proper return in respect of the number of Page Impressions received by the website during that quarter period.

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9. ACCOUNTING

- 9.1 Licensee shall furnish to LABEL on a quarterly basis and in any event no later than 60 days following the end of any quarter a statement setting out all Track Details of:
- (a) Music Files Streamed to or Downloaded by Clients from the previous calendar month; and
 - (b) the number of Mobiles containing Embedded Tracks sold in the previous calendar month.
- 9.2 such statement shall be accompanied by any sums due and Licensee shall pay to LABEL any such balance shown to be due when furnishing such statement.

10. ROYALTY AUDIT

- 10.1 The Licensee will keep separate and accurate books of account and records concerning all transactions relating to this License.
- 10.2 Within 14 (fourteen) days of a request from LABEL to do so, the Licensee shall permit LABEL and/or its authorized representatives, (who shall be a Chartered or Certified Accountant) to enter the premises of the Licensee and to inspect, take copies and conduct an examination of all or any such books, accounts or record however stored (whether the same have previously been inspected copied or examined pursuant to this License or not), as required
- 10.3 LABEL may request that the Licensee supplies and the Licensee shall supply within 14 days of the LABEL's request, all information and copies of the documents as may in LABEL's reasonable opinion assist it in its understanding of the Licensee's books, records and/or facilitate an inspection, examination and/or taking copies.
- 10.4 If such inspection shows a deficiency in the monies due under clause 7 and if the Licensee cannot provide valid written evidence to the contrary from an independent auditor within 30 days from receipt of the inspectors report, the Licensee shall immediately pay such shortfall to LABEL together with interest thereon in accordance with clause 11.
- 10.5 If such inspection shows a deficiency of 10% (ten percent), or greater, in the monies due under clause 7 in the amounts paid in respect of any quarter prior to the inspection, the Licensee shall at the same time as making payment of such deficit in accordance with clause 10.4 pay to LABEL all costs and expenses properly and reasonably incurred by LABEL in connection with such inspection or audit together with interest thereon from such date in accordance with clause 11.

- 10.6 All information disclosed to those conducting the royalty audit pursuant to the provisions of clauses 12.1 to 12.6 will be kept confidential to LABEL and the Members and shall not be used or disclosed for any purposes other than verifying the information supplied to LABEL, obtaining legal and/or accountancy advice thereon or for any subsequent legal proceedings between the parties.

11. INTEREST

- 11.1 If any payment to LABEL hereunder is not received on the due date, interest at the rate of the Bank of England, shall be payable by the Licensee on the sum due compounded with quarterly rests calculated from the due date until the date of actual payment whether before or after any judgement.

12. WARRANTIES

- 12.1 Licensee represents, warrants and covenants as follows to LABEL:

- 12.1.1 Licensee has the right and power to enter into and fully perform all of its obligations under this agreement;
- 12.1.2 Licensee owns or otherwise has the right to use, operate and/or license the intellectual property and any other materials and methodologies necessary or desirable for it to provide the Service and to carry out its obligations hereunder and no aspect of Licensee's systems or the Licensee's trademarks shall infringe upon any third party copyright, trademark, patent, trade secret or other third party propriety, intellectual property or contractual right;
- 12.1.3 Licensee will comply with all applicable Laws in the performance of its obligations hereunder and the operation of the Service;
- 12.1.4 Licensee's arrangements with Operators shall contain obligations on such Operators equivalent to those obligations on Licensee set out herein insofar as they relate to the Service.

- 12.2 LABEL hereby warrants, represents and covenants that:

- 12.2.1 LABEL has the right and power to enter into and fully perform all of its obligations under this Agreement; and
- 12.2.2 LABEL will comply with all applicable Laws in the performance of its obligations hereunder; and
- 12.2.3 LABEL has the right to provide Licensee with the right to utilize the Tracks provided same are utilized by Licensee solely in such a manner and for such purposes as expressly provided herein; and Licensee's use of same shall not infringe upon any third party copyright, trademark,

patent, trade secret or other third party propriety, intellectual property or contractual right; and

12.2.4 LABEL has secured the third party rights, permissions and consents required in connection with Licensee's reproduction of the Tracks in connection with the Service as specified in this Agreement, and Licensee's use of Tracks as provided in this Agreement shall not infringe upon any third party copyright, trademark, patent, trade secret or other third party proprietary, intellectual property or contractual right.

12.2.5 LABEL has not (and will not in the future) and, in cases where Label is not the owner of the copyright in the Track warrant that the owners have not, previously licensed, assigned, granted or in any way encumbered (and will not in the future License, assign, grant or encumber) the Tracks or any rights therein so as to derogate from the License granted under this Agreement.

12.2.6 All clearances, Licenses, consents and royalties necessary for the exercise by Licensee of the rights granted to it pursuant to this Agreement shall be/have been obtained and, as necessary, paid for by LABEL so that Licensee may freely make the Tracks available to Users without any liability to third parties. Without prejudice to the generality of the foregoing, Label warrants that Label will obtain any and all applicable consents Licenses and permissions required in connection with the use of the compositions and lyrics and performances embodied on the Tracks as part of the Services (including any mechanical or performance copyright Licenses and such other publisher licenses, payments or consents that may be required).

12.2.7 For the avoidance of doubt, Label warrants that it will be responsible for any and all payments owing to authors, publishers and/or author rights collecting societies for all revenues generated in the connection with the Services, and indemnify Licensee against any claims brought against Licensee by any artist, author, publisher or collection society in respect to any such claims.

12.2.8 LABEL shall indemnify and hold Licensee harmless against all claims demands actions and proceedings incurred in consequence of Licensee use, distribution, exploitation or enjoyment of the Track or other intellectual property Label licenses to Licensee under this Agreement where such use, distribution, exploitation is in accordance with the terms of this Agreement.

12.2.9 Further, LABEL shall indemnify and hold Licensee harmless against all claims and proceedings arising out of Label's supply of the Tracks or other intellectual property provided by Label to Licensee in accordance with this Agreement and any allegation and/or claim against Licensee

that Licensee's use of such Tracks infringes the intellectual property rights of any third party or that the Tracks are in breach of the warranty given under clause 12. As a condition of this indemnity Licensee agrees to:

- (a) Notify you as soon as reasonably practicable upon becoming aware of any such claim or proceeding;
- (b) Make no admission relating to such claim or proceeding; and
- (c) Allow you to conduct all negotiations, proceedings and settlement and give you (at your reasonable cost) all reasonable assistance and cooperation in doing so.

13. INTENTIONALLY DELETED

14. INTELLECTUAL PROPERTY RIGHTS

Licensee agrees and acknowledges that it shall have no right, title or interest in the Tracks and the Music Files and all Intellectual Property Rights in the Tracks and the Music Files and all originals and copies thereof shall remain the exclusive property of LABEL or its associated companies.

15. TERMINATION

15.1 The Licensee shall have the right at any time during the continuance of this License to terminate this License forthwith by written notice to LABEL in any of the following events:

15.1.1 if LABEL commits or permits to be committed any material breach or breaches of any of the terms of this License and LABEL shall not have remedied such breach (insofar as it is capable of remedy) within twenty-eight (28) days of being notified of the same;

15.1.2 should LABEL cease to trade;

15.1.3 the presentation of a petition for, or notice thereof, or a resolution for the winding-up of LABEL (save for the purpose of reconstruction or amalgamation) of if it shall go into voluntary liquidation as defined in the Insolvency Act 1986 or shall have a receiver or administrator appointed over its assets and such receiver or administrator is not discharged within sixty (60) days or in the event that section 123 of the Insolvency Act 1986 shall apply to LABEL;

15.1.4 an event of force majeure lasting 28 (twenty-eight) days or more, provided that notice must be given during the continuance of such event by the Licensee to LABEL;

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16. FORCE MAJEURE

- 16.1 "Force Majeure" shall mean circumstances beyond reasonable control, including without limitation act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, act of terrorism, civil disturbance, government act or regulation, fire, flood, explosion, accident, theft, strike, lockout or trade dispute (whether involving employees of LABEL or of other parties) or failure of utility services, including telecommunications or power failure. Where an event of Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this License, it shall forthwith notify the other party as to the nature and extent of the circumstances in question, provided, however, that quarterly accountings accompanied by payment shall not be suspended during any Force Majeure period.
- 16.2 Subject to clause 16.3, neither party shall be deemed to be in breach of this License, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this License, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended by the number of days such Force Majeure continues.
- 16.3 If the performance by either party of any of its obligations under this License is prevented or delayed by Force Majeure for a continuous period in excess of 6 (six) months, the parties shall negotiate in good faith and use their best endeavours to agree upon such alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not so agree within a further period of 30 days, the other party shall be entitled to terminate this License by giving 30 (thirty) days' written notice to the party so affected

17. GENERAL

17.1 Applicable Law

All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California.

17.2 Waiver

17.2.1 The following acts shall not be deemed to be a waiver of any other breach or provision of this License:

17.2.1.1 a waiver of any breach of a provision of this License;

17.2.1.2 a single or partial exercise of such right or of any other right, power or privilege or remedy available to either party under this License, all of which are several and cumulative and are

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not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity; and

17.2.1.3 any delay or omission by either party;

17.2.2 no waiver shall be effective unless made in writing and then only to the extent specifically set forth;

17.3 Costs

In the event that either party is in default of any of its objectives under this License and the other party incurs legal costs and expenses in order to obtain compliance therewith, such costs shall be recoverable by the other party from the defaulting party as a debt to the extent that such costs have been reasonably incurred.

17.4 Variation and Amendment

No variation or amendment of this License shall bind either party unless agreed to in writing by their respective duly authorized representatives.

17.5 Negation Of Partnership/Joint Venture

The terms and conditions of this License shall not constitute any form of partnership or joint venture between the parties.

17.6 Severability

If any provision of this License shall be determined by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this License shall nevertheless continue in full force and effect.

17.7 Clause Headings

The clause heading in this License are for information only and do not form part of this License.

17.8 Assignment

Licensee shall be entitled to assign its rights or obligations hereunder. LABEL may assign the benefit of and/or any of LABEL's obligations under this Agreement and/or any or all of LABEL's rights hereunder to LABEL's holding company or to any of LABEL's subsidiary or associated companies or to any company acquiring substantially all LABEL's undertaking or assets or LABEL's holding company or subsidiaries or associates thereof upon the prior written consent of Licensee.

17.9 Prior Agreements Superseded

17.9.1 This License embodies the entire understanding and all the terms agreed between the parties relating to the License granted to the Licensee hereunder and no terms, obligations, representations, promises or conditions, oral, written, express or implied, have been made or relied upon other than those contained herein.

17.9.2 For the avoidance of doubt, each party irrevocably waives any right it may have to seek a remedy for:

17.9.2.1 any misrepresentation which has not become a term of this License; or

17.9.2.2 any breach of warranty or undertaking (other than those contained in this License) whether express or implied, statutory or otherwise,

unless such misrepresentation, warranty or undertaking was made fraudulently.

18. **NOTICES**

All notices hereunder or in connection herewith shall be in writing and shall be addressed to :

To: Licensee at the address hereinabove provided with courtesy copies of all notice simultaneously sent to Kirkpatrick & Lockhart LLP, 10100 Santa Monica Boulevard, 7th Floor, Los Angeles, CA 90067; Attn: Bonnie Berry LaMon, Esq.

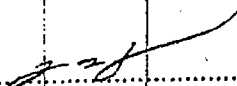
To: LABEL at the address hereinabove provided.

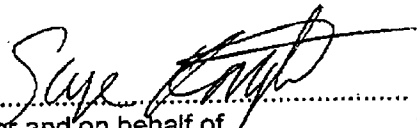
or to such other address as may be notified in writing in conformance herewith. Notices shall be sent by first class registered post, by hand or by facsimile. Notices sent by first class registered post shall be deemed served on the day after posting. Notices sent by hand or by facsimile shall be deemed served on the day on which they are sent, provided that a facsimile transmission report is provided in the case of notices sent by facsimile and a hard copy of such notice is sent by first class registered post on the same day.

SIGNED BY

SIGNED BY

Initials: SK
Date: 2004-08-18


for and on behalf of
The Nickels Group


for and on behalf of
Death Row Records

Initials: SK
Date: 2004-08-18

SCHEDULE A

PARTICULARS OF THE SERVICE

LICENSEE'S URL: []

- Licensee shall be entitled to encode, copy and store Music Files in the flash memory of Mobiles, such tracks becoming Embedded Tracks
- Licensee shall be entitled to encode, copy and store Music Files on the Licensee Server
- Licensee shall be entitled to use Streaming Software to stream Samples from the Licensee Server to a personal computer
- Licensee shall be entitled to transmit Music Files directly to Mobiles by means of Multimedia Messaging Service ("MMS")
- Licensee shall be entitled to transmit Music Files from Licensee Server directly to Client's Mobiles by means of WAP

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SCHEDULE B
CALCULATION OF REVENUE

Licensee shall pay to Label:

- **"Content Provider's Revenue Shares"** means the percentages below indicated of net revenues generated to LICENSEE by the distribution of Label's Content:
- **Case 1 that follow:**
 1. UK: Truetones: 6% of retail selling price
 2. UK: Soundbytes: 5% of retail selling price
 3. S. Africa: Truetones: 8% of retail selling price
 4. EU: Truetones: 7% of retail selling price
 5. Rest of World: 3% of retail selling price (Truetones and Soundbytes)
- **Case 2 that follow:**
 1. UK: Truetones: 6% of retail selling price
 2. UK: Soundbytes: 6% of retail selling price
 3. S. Africa: Truetones: 4% of retail selling price
 4. EU: Truetones: 6% of retail selling price
 5. Rest of World: 3% of retail selling price (Truetones and Soundbytes)
- **Case 3 that follow:**
 1. UK O2: Wallpapers: 5% of retail selling price
 2. UK Orange: Wallpapers: 5% of retail selling price
 3. UK T-Mobile: Wallpapers: 6% of retail selling price
 4. VOD UK: Wallpapers: 6% of retail selling price
 5. VOD Eir: Wallpapers: 5% of retail selling price
 6. Europe: Wallpapers: 5% of retail selling price
 7. MTN: Wallpapers: 6% of retail selling price
 8. Teljoy: Wallpapers: 4% of retail selling price
 9. VOD Gr: Wallpapers: 6% of retail selling price
 10. Rest of the World: 3% of retail selling price (Wallpapers)
- **"Net Revenues"** means:
 1. the fees LICENSEE and its Affiliates receive from Mobile Services Distributors, net of technological, set-up and delivery fees, standard claw-backs from non-delivery, bad debts, disputes and recovery, if any, and according to the provision of the agreements signed with third parties to whom LICENSEE and its Affiliate provide the Applications;

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2. the fees LICENSEE and its Affiliates receive, net of technological, set-up and delivery fees, standard claw-backs from non-delivery, bad debts, disputes and recovery, if any, if the Applications are directly distributed by LICENSEE and/or its Affiliates;

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SCHEDULE C

TRACKS

Album Title: Song Title

The Chronic: Dr. Dre

The Chronic (Intro) (featuring Snoop)
Wit Dre Day (And Everybody's Celebratin') (featuring Snoop, RBX, Jewell)
Let Me Ride (featuring Ruben, Jewell)
The Day The Niggaz Took Over (featuring Snoop, RBX, Daz)
Nuthin' But A "G" Thang (featuring Snoop)
Deeez Nuuuts (featuring Daz, Snoop, Nate Dogg, Warren G)
Lil' Ghetto Boy (featuring Snoop, Daz)
A Nigga Witta Gun
Rat-Tat-Tat-Tat (featuring RBX, Snoop, BJ)
Tha \$20 Sack Pyramid (featuring Big Tittie Nickie, D.O.C., Samara, Snoop)
Lyrical Gangbang (featuring Rage, Kurupt, RBX)
High Powered (featuring RBX, Daz, Rage)
The Doctor's Office (featuring Rage, Jewell)
Stranded On Death Row (featuring Bushwick Bill, Kurupt, RBX, Rage, Snoop)
The Roach (The Chronic Outro) (featuring RBX, Daz, Rage, Emmage, Ruben, Jewell)
Bitches Ain't Shit (featuring Snoop, Kurupt)

Doggystyle: Snoop Doggy Dog

Bathtub
G Funk Intro (featuring Rage)
Gin And Juice (featuring Daz)
W Ballz
Tha Shiznit
Domino Intro
Lodi Dodi (featuring Nancy Fletcher)
Murder Was The Case (Death Before Visualizing Eternity) (featuring Daz)
Serial Killa (featuring D.O.C., RBX and Tha Dogg Pound)
Who Am I (What's My Name)?
For All My Niggaz And Bitches (featuring Tha Dogg Pound and Rage)
Aint No Fun (If The Homies Can't Have None) (featuring Nate Dogg, Warren G and Kurupt)
Chronic Intro
Doggystyle (featuring Tha Dogg Pound and The Dramatics)
Classroom Intro
Gz And Hustlas
Checkin'
Gz Up Hoes Down (featuring Hug)
Pump Pump (featuring Lil' Malik)

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Various: Murder Was The Case

Murder Was The Case (Remix) - Snoop Doggy Dogg
Natrual Born Killaz - Dr. Dre & Ice Cube
What Would U Do? - Tha Dogg Pound (featuring Snoop Doggy Dogg, Jewell, Big Pimpin')
21 Jumpstreet - Snoop Doggy Dogg & Tray Deee
One More Day - Nate Dogg
Harvest For The World - Jewell
Who Got Some Gangsta Shit? - Snoop Doggy Dogg (featuring Tha Dogg Pound, Lil' Style, Young
Come When I Call - Danny Boy
U Better Recognize - Sam Sneed (featuring Dr. Dre)
Come Up To My Room - Jodeci (featuring Tha Dogg Pound)
Woman To Woman - Jewell
Dollars & Sense - D.J. Quik
The Eulogy - Slip Capone & CPO
Horny - B-Rezell
Eastside-Westside - Young Soldierz
Hot One (Cassette Only) O.F.T.B.

Tha Dogg Pound: Dogg Pound Album

Intro
Dogg Pound Gangstaz
Respect (featuring Nancy Fletcher, Prince Ital Joe, Big Pimpin' Delemond)
New York, New York (featuring Snoop)
Smooth (featuring Snoop)
Cyco-Lic-No (Bitch Azz Niggaz) (featuring Mr. Malik)
Ridin', Slipin' And Slidin' (featuring Mz. So' Sentral)
Big Pimpin' 2 (featuring Big Pimpin' Delemond)
Let's Play House (featuring Nate Dogg, Michel'le)
I Don't Like To Dream About Getting Paid (featuring Nate Dogg)
Do What I Feel (featuring Rage)
If We All Fuc (featuring Snoop)
Some Bomb Azz Pussy (featuring Snoop)
A Doggz Day Afternoon (featuring Nate Dogg, Snoop)
Reality (featuring Tray Deee)
One By One (Subtracting Sucka Azz Niggaz From The Face Of The Earth)
Sooo Much Style

All Eyez on Me: Tupac Shakur

Disc 1

1. Ambitionz az a Ridah
2. All Bout U (featuring Snoop Doggy Dogg, Nate Dogg and Dru Down)
3. Skandalouz (featuring Nate Dogg)
4. Got My Mind Made Up (featuring Dat Nigga Daz, Kurupt, Redman, Method Man)
5. How Do U Want It (featuring K-Ci and JoJo)

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6. 2 Of Amerikaz Most Wanted (featuring Snoop Doggy Dogg)
7. No More Pain
8. Heartz Of Men
9. Life Goes On
10. Only God Can Judge Me (featuring Rappin' 4-Tay)
11. Tradin War Stories (featuring Dramacydal, C-Bo and Storm)
12. California Love (Rmx) (featuring Dr.Dre and Roger Troutman)
13. I Ain't Mad At Cha (featuring Danny Boy)
14. What'z Ya Phone # (featuring Danny Boy)

Disc 2

Can't C Me (featuring George Clinton)
Shorty Wanna Be A Thug
Holla At Me
Wonda Why They Call U Bytch
When We Ride (featuring Outlaw Immortatz)
Thug Passion (featuring Jewell, Dramacydal and Storm)
Picture Me Rollin' (featuring Danny Boy, Syke and CPO)
Check Out Time (featuring Kurupt and Syke)
Ratha Be Ya Nigga (featuring Richie Rich)
All Eyez On Me (featuring Syke)
Run Tha Streetz (featuring Michel'le, Mutah and Storm)
Ain't Hard 2 Find (featuring E-40, B-Legit, C-Bo and Richie Rich)
Heaven Ain't Hard 2 Find
California Love (Short Radio Edit)

Makaveli: Makaveli

1. Intro 1.bomb first (My Second Reply) (featuring e.d.i & young noble)
 2. Hail Mary
 3. Toss It Up (featuring Danny Boy, K-Ci and JoJo and Aaron Hall)
 4. To Live and Die In LA (featuring Val Young)
 5. Blasphemy
 6. Life Of An Outlaw (featuring the Outlawz)
 7. Just Like Daddy
 8. Krazy
 9. White Man'z World
 10. Me And My Girlfriend
 11. Hold Ya Head (featuring tyrone Wrice)
- Against All Odds

Snoop Doggy Dogg: The Dogg Father

1. Intro
2. Doggfather (featuring Charlie Wilson)
3. Ride 4 Me
4. Up Jump Tha Boogie (featuring Charlie Wilson, Teena Marie and Kurupt)
5. Freestyle Conversation

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6. When I Grow Up
7. Snoop Bounce *(featuring Charlie Wilson)*
8. Gold Rush *(featuring Kurupt and LBC Crew)*
9. (Tear 'em Off) Me And My Doggz
10. You Thought *(featuring Too \$hort and Soopafly)*
11. Vapors *(featuring Charlie Wilson and Teena Marie)*
12. Groupie *(featuring Tha Dogg Pound, Nate Dogg, Warren G and Charlie Wilson)*
13. 2001
14. Sixx Minutes
15. (O.J.) Wake Up *(featuring Tray Deee)*
16. Snoop's Upside Ya Head *(featuring Charlie Wilson)*
17. Blueberry *(featuring Tha Dogg Pound and LBC Crew)*
18. Traffic Jam
19. Doggyland
20. Downtown Assassins *(featuring Daz and Tray Deee)*
21. Outro

Various: Death Rows Greatest Hits

Disc 1

- Nuthin' But A 'G' Thang - Dr. Dre & Snoop Doggy Dogg
Gin and Juice - Snoop Doggy Dogg
Afro Puffs - The Lady Of Rage
Natural Born Killaz - Dr. Dre & Ice Cube
Who Am I (What's My Name?) - Snoop Doggy Dogg
Keep Their Heads Ringin' - Dr. Dre
No Vaseline - Ice Cube
Doggystyle - Snoop Doggy Dogg (featuring Tha Dogg Pound)
Keep Ya Head Up - 2Pac
Murder Was The Case - Snoop Doggy Dogg
Lil' Ghetto Boy - Dr. Dre, Snoop Doggy Dogg, Dat Nigga Daz
Ain't No Fun - Snoop Doggy Dogg (featuring Nate Dogg, Kurupt, Warren G)
Lodi Dodi - Snoop Doggy Dogg
Stranded On Death Row - Kurupt, Snoop Doggy Dogg, The Lady Of Rage, RBX, Bushwick Bill
The Shiznit - Snoop Doggy Dogg
Dear Mama - 2Pac
Me Against The World - 2Pac

Disc 2

1. Let Me Ride (Remix) - Dr. Dre *(featuring Snoop Doggy Dogg, Dat Nigga Daz)*
2. Gin and Juice (Remix) - Snoop Doggy Dogg *(featuring Dat Nigga Daz)*
3. Daydreaming - Michelle
4. Who Am I (What's My Name?) (Remix) - Snoop Doggy Dogg *(featuring Dat Nigga Daz)*
5. Nuthin' But A 'G' Thang (Remix) - Dr. Dre, Snoop Doggy Dogg
6. I Get Around (Remix) - 2Pac
7. Lil' Ghetto Boy (Remix) - Dr. Dre, Snoop Doggy Dogg, Dat Nigga Daz
8. Hit 'Em Up - 2Pac & The Outlawz

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9. Who Been There, Who Done That? - J-Flexx
10. F___ Wit Dre Day (Remix) - Jewell
11. Pour Out A Little Liquor - Thug Life
12. What Would U Do? - Tha Dogg Pound
13. Come Up To My Room - Jodeci (featuring Tha Dogg Pound)
14. Come When I Call - Danny Boy
15. Me In Your World - Tha Dogg Pound
16. Smile For Me Now - 2Pac & Scarface (featuring "816")

Various: Christmas On Death Row

Santa Claus Goes Straight To The Ghetto - Snoop Doggy Dogg (featuring Nate Dogg, Dat Nigga Dee & Bad Ass)
Christmas Song - Danny Boy
I Wish - Tha Dogg Pound
Silver Bells - Michelle
Peaceful Christmas - Danny Boy
Christmas In The Ghetto - O.F.T.B.
Silent Night - B.G.O.T.I., Six Feet Deep & Guess
Be Thankful - Nate Dogg
On This Glorious Day - "816"
Frosty The Snowman - Six Feet Deep
O Holy Night - B.G.O.T.I.
Party 4 Da Homies - Sean "Barney" Thomas (featuring J. Flex)
White Christmas - Guess
This Christmas - Danny Boy
Have Yourself A Merry Little Christmas - Six Feet Deep
Christmas Everyday - Guess

Various: Gridlock (The SDTK)

1. Wanted Dead Or Alive - 2Pac And Snoop Doggy Dogg
2. Sho Shot - The Lady Of Rage
3. It's Over Now - Danny Boy
4. Don't Try To Play Me Homey - Dat Nigga Daz
5. Never Had A Friend Like Me - 2Pac
6. Why - Nate Dogg
7. Out The Moon (Boom, Boom, Boom) - Snoop Doggy Dogg (featuring 2Pac, LBC Crew, Tray De Sopaflly)
8. I Can't Get Enough - Danny Boy
9. Tonight It's On - B.G.O.T.I.
10. Off The Hook - Snoop Doggy Dogg, Charlie Wilson, Val Young, James E. DeBarge
11. Lady Heroin - J-Flexx (featuring The Lady Of Rage)
12. Will I Rize - Storm
13. Body And Soul - O.F.T.B. (featuring Jewell)
14. Life Is A Traffic Jam - Eight Mile Road
15. Deliberation - Anonymous

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The Lady Of Rage: Necessary Roughness

1. Riot Intro
2. Necessary Roughness
3. Big Bad Lady
4. Sho Shot
5. No Shorts
6. Get With Da Wickedness (Flow Like That) - Remix
7. Raw Deal
8. Breakdown
9. Rough Rugged & Raw (*featuring Snoop Doggy Dogg and Dat Nigga Daz*)
10. Super Supreme
11. Some Shit
12. Microphone Pon Cok (*featuring Madd 1 of A.O.D.*)
13. Get With Da Wickedness (Flow Like That)
14. Confessions

Gang Related (The SDTK)

- Way Too Major - Daz (*featuring Tray Deee*)
Life's So Hard - 2Pac
Greed - Ice Cube
4. Get Yo Bang On - Mack 10 (*featuring AllFrumTha I*)
5. These Days - Nate Dogg (*featuring Daz*)
6. Mash For Our Dreams - Storm (*featuring Young Noble, Daz*)
7. Free 'Em All - J-Flexx (*featuring Tenkamenin*)
8. Staring Through My Rear View - 2Pac (*featuring Outlawz*)
9. Devotion - Paradise
10. I Can't Fix It - Jackers
11. Questions - Tech9ne
12. Hollywood Bank Robbery - Tha Gang (*featuring Snoop Doggy Dogg, Kurupt*)

Disc Two

- Made Niggaz - 2Pac (*featuring Outlawz*)
2. Loc'd Out Hood - Kurupt
3. Gang Related - WC, CJ Mac, Daz & Tray Deee
4. Keep Your Eyes Open - O.F.T.B.
5. Lady - Six Feet Deep & Storm
6. Take A Nigga Like Me - Young Soldierz
7. What Have You Done? - B.G.O.T.I
8. What's Ya Fantasy - Outlawz, Daz
9. Change To Come - J-Flexx (*featuring Tenkamenin, Bahamadia, Kool and The Gang, Con Funk*)
10. Freak Somethin' - Roland
11. Feeling A Good Thang - 2DV
12. Lost Souls - 2Pac (*featuring Outlawz*)

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DAZ: Retaliation, Revenge & Get Back

1. Gang Banging Ass Criminal
2. It's Going Down (featuring Kurupt, Prince Ital Joe)
3. Playa Partners (featuring B-Legit)
4. It Might Sound Crazy (featuring Too \$hort)
5. Our Daily Bread (featuring Kurupt, Prince Ital Joe)
6. In California (featuring Lady "V")
7. Initiated (featuring Makaveli, The Outlawz, Kurupt)
8. Oh No (featuring Tray Deee, J-Money)
9. Retaliation, Revenge And Get Back
10. O.G. (featuring Snoop Doggy Dogg, Nate Dogg)
11. Baby Mama Drama (featuring Big C-Style, Lil' C-Style, Big Pimpin)
12. Only For U (featuring Lady "V", Big Pimpin)
13. Ridin High (featuring WC)
14. The Ultimate Come Up (featuring Bad A\$\$, M.C. Eiht)
15. Thank God For My Life (featuring Tha Gang)
- Pimp City (Cassette Only) (featuring Soopafly)
- Outro "Why Do We Bang"

Michel'le: Hung Jury

1. Hang Tyme
2. Can I Get A Witness
3. Crazy
4. Here 4 U
5. After The Love
6. Tonight Is
7. Walk With Me
8. Don't Say U Love Me
9. Wasted My Tyme
10. No Where 2 Run
11. Hung Jury

Various: Chronic 2000

Disc One

1. Chronic 2000 - VK (featuring Treach)
2. Gotta Love Gangsta's - Tha Realest (featuring Scarface & Richie Rich)
3. Top Dogg Cindafella - Top Dogg
4. Who Do You Believe In - 2Pac (featuring Yaki Kadhafi)
5. I Thought You Knew - Mac-Shawn (featuring E-40 & Daz Dillinger)
6. Curiosity - VK
7. It's Goin Down - Mac-Shawn (featuring Daz Dillinger & Tha Realest)
8. Don't Forget Where You Came From - Swoop G
9. Like It Or Not - Soopafly
10. Easy To Be A Soldier When There Ain't No War - Tha Realest, Swoop G & Lil' C-Style
11. Beautiful Lady - Danny Boy (featuring K-Ci)
12. Stand Strong - Tha Realest (featuring Danny Boy & Jewell)

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13. We Don't Love 'Em - Top Dogg
14. Because Of You Girl - Daz Dillinger & Kurupt (*featuring Tha Realest*)

Disc Two

1. Roll Wit' Us - Daz Dillinger
2. Drinks On Me - Captain Save M' & Ant Banks
3. Late Night - 2Pac (*featuring DJ Quik & Outlawz*)
4. They Wanna Be Like Us - Tha Realest (*featuring Top Dogg & Doobie*)
5. Og To Bg - Soppafly, Daz Dillinger, Kurupt
6. (Interlude) - I Wanna Be Loved
7. Wanna Be Loved - Michel'le (*featuring VK*)
8. I'm Comin' Home - Tha Realest (*featuring Jewell*)
9. I'm Country - Doobie
10. Presenting Milkbone - Milkbone & Naji
11. The Things Your Man Won't Do - VK
12. Now What - Capricorn
13. Ride Or Get Rode On - Bad Habit
14. Mr. Officer - Michel'le feat. Captain Save M' & El Dorado

Tupac: Nu-Mixx Klazzics

2 of Amerikaz Most Wanted
How Do You Want It
Hail Mary
Life Goes On
All Eyez On Me
Heartz of Men
Toss It Up
Hit 'Em Up
Never Had a Friend Like Me
Ambitionz Az A Riadah

Dysfunktional Family (SDTK)

Still Tha Row
I'm Back (Remix)
Dysfunktional Family
Hovie Baby
I'm A Gangsta
We Ballin'
Who Wants to Fuck Tonight
All My
Gang Stress (How I Roll)
Tha Row (Ya'll Hoes)
I Know Where I'm Going

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1 Call (Reel Talk)
Too Street 4 T.V.
Get Off The Block
On The Radio
I Thought You Knew
Dys-Funk-Tional


Tupacs Greatest Hits

DISC ONE

1. Keep Ya Head Up
2. 2 Of Amerikaz Most Wanted (featuring Snoop Doggy Dogg)
3. Temptations
4. God Bless The Dead (featuring Stretch)
5. Hail Mary (featuring Kastro, Young Noble, Prince Ital Joe)
6. Me Against The World (featuring Dramacydal)
7. How Do U Want It (featuring K-Ci and JoJo)
8. So Many Tears
9. Unconditional Love
10. Trapped
11. Life Goes On
12. Hit 'Em Up (featuring Outlawz)

Disc Two

1. Troublesome '96
2. Brenda Got A Baby
3. I Ain't Mad At Cha (featuring Danny Boy)
4. I Get Around (with Digital Underground)
5. Changes
6. California Love (Original Version) (featuring Dr. Dre, Roger Troutman)
7. Picture Me Rollin' (featuring Danny Boy, Syke, CPO)
8. How Long Will They Mourn Me? (with Thug Life featuring Nate Dogg)
9. Toss It Up (featuring Danny Boy, K-Ci & JoJo, Aaron Hall)
10. Dear Mama
11. All Bout U (featuring Top Dogg, Nate Dogg, Dru Down, Hussein, Kadafi)
12. To Live & Die In L.A. (featuring Val Young)
13. Heartz Of Men

Initials: 
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